

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	Chapter 13
	:	
Regina D. Walker,	:	Case No. 24-10617 (PMM)
	:	
	:	
Debtor.	:	
	:	

**STIPULATION RESOLVING REQUEST OF POLICE AND FIRE FEDERAL CREDIT
UNION FOR ADEQUATE PROTECTION**

WHEREAS, on February 26, 2024 (the “Petition Date”), Regina D. Walker (the “Debtor”) filed an individual voluntary petition under Chapter 13 of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”).

WHEREAS, prior to the Petition Date, the Debtor was an owner of a 2020 Acura RDX, VIN# 5J8TC2H51LL000108 (the “Vehicle”), with respect to which the Debtor is indebted to PFFCU pursuant to a loan agreement dated May 2, 2020 (the “Loan Agreement”);

WHEREAS, the last payment received by PFFCU pursuant to the Loan Agreement was made by the Debtor February 5, 2024 and the Debtor proposes to pay the balance owed under the Loan Agreement to PFFCU through her amended Chapter 13 plan;

WHEREAS, confirmation of the Debtor’s proposed plan has been continued following objections filed by the Chapter 13 Trustee and is presently scheduled for November 5, 2024; however, confirmation is presently subject to an objection filed by the Chapter 13 Trustee;

WHEREAS, due to the length of time that PFFCU has not received payments under the Loan Agreement, PFFCU asserts that its interests in the Vehicle are not adequately protected and requested that the Debtor agree to allow preconfirmation disbursements from the monies paid to the Chapter 13 Trustee;

WHEREAS, to avoid the costs associated with PFFCU filing a motion for adequate protection and further litigation, the Parties have agreed to stipulate to preconfirmation adequate protection payments being made to PFFCU on the terms set forth herein.

NOW THEREFORE, each in consideration of the promises of the other and intending to be legally bound, subject to the approval of the Bankruptcy Court, it is hereby agreed as follows:

1. The Debtor and PFFCU agree that PFFCU shall receive a pre-confirmation distribution in the amount of \$215.50 per month, representing 1% of the balance owed under the Loan Agreement, retroactive to the Petition Date, and continuing until the Debtor's Chapter 13 Plan, as amended, is confirmed.

2. Following confirmation of the Plan, distributions shall be made to PFFCU as provided in the confirmed Plan.

3. Each of the signatories to this Stipulation acknowledges and represents that his or her respective client has reviewed this Stipulation and has authorized the execution of same by undersigned counsel.

4. If the instant bankruptcy case is terminated by either dismissal, conversion or discharge other than pursuant to 11 U.S.C. § 1328(a), this Stipulation shall be null and void and not binding upon the Parties and the Parties shall be returned to their respective positions prior to the execution of this Stipulation.

5. This Stipulation may be executed by facsimile and/or e-mail and such facsimile and/or e-mail signatures shall be deemed originals.

CONSENTED TO BY:

DILWORTH PAXSON LLP

DATED: October 16, 2024

/s/ Anne M. Aaronson
Anne M. Aaronson, Esquire
Attorney for PFFCU

CONSENTED TO BY:

David M. Offen, Esquire

DATED: October 16, 2024

/s/ David M. Offen
David M. Offen, Esquire
Attorney for Debtor

WITHOUT OBJECTION TO
TERMS, WITHOUT PREJUDICE
TO CHAPTER 13 TRUSTEE'S
RIGHTS AND REMEDIES:

KENNETH E. WEST, Chapter 13 Trustee

DATED: October 16, 2024

/s/ Jack Miller
Jack Miller for
Kenneth E. West, Trustee